

**HARRIS STOWE STATE UNIVERSITY
FACULTY GRIEVANCE FORM**



FACULTY MEMBERS WHO BELIEVE THAT A TERM OF THE COLLECTIVE BARGAINING AGREEMENT HAS BEEN VIOLATED MUST MEET WITH THEIR IMMEDIATE SUPERVISOR WITHIN TEN (10) DAYS OF THE ALLEGED VIOLATION. THE PURPOSE OF THIS INFORMAL CONFERENCE IS TO ATTEMPT TO PROVIDE CLARIFICATION OF THE ISSUE AND WHERE POSSIBLE RESOLVE THE DISPUTE. IF THE DISPUTE IS NOT RESOLVED WITHIN TEN (10) DAYS, AS DEFINED, OF THE INFORMAL CONFERENCE WITH THE IMMEDIATE SUPERVISOR, THE FACULTY OR THE ASSOCIATION MAY INITIATE THE FORMAL PROCEDURE BY FILING A FORMAL WRITTEN GRIEVANCE AS DEFINED IN SECTION 14.1A OF THE COLLECTIVE BARGAINING AGREEMENT. Failure of an employee to comply with the timelines provided in the procedures above will result in final rejection of the dispute. Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step. The term "days" as used herein means "faculty calendar workdays" and excludes weekends, University holidays or recesses observed by the University. In counting the days, the day on which the event initiating the time limit is not counted.

NAME Dr. Kenneth **POSITION TITLE** Tenure-track Faculty Assistant Professor

DEPARTMENT College of Arts and Science

DATE OF EVENT September 9, 2022

ADMINISTRATOR Dr. Daily-Davis, Dean, Mrs. McKinney, Interim Human Resources

The Association and Dr. Noe submit this Faculty grievance in accordance with grievance procedures in Article 14 and in Board Policy 4180 with the use of this single grievance form.

NATURE OF GRIEVANCE

The University's recommendation for termination of Dr. Noe's employment is in violation of the CBA and HSSU Board Policies as Dr Noe was not provided his due process rights within HSSU-NEA CBA and HSSU Board Policies.

ARTICLE AND SECTION IN THE AGREEMENT ALLEGED TO BE VIOLATED CBA: Article 4, Article 11, Article 12.1 Section B , Article 13 (entirety) , Article 14.1, Article 14.2 , and Article 15.3. HSSU Board Policies -Personnel Services: Policy 4180 , 4135, 4137 and any and all other articles presented through discovery as a part of the investigation and grievance meetings.

REMEDY SOUGHT

1. Immediate Reinstatement
2. Any and all other relief in order to make Dr. Noe whole(including any uncompensated time and lost benefits beginning on September 9, 2022).
3. Recission of any discipline taked in conjunction with, related to or in preparation for Dr. Noe's notice of termination.

I hereby submit this grievance to the formal grievance procedure.

EMPLOYEE SIGNATURE Dr. Kenneth Noe (electronic signature) **DATE** October 7, 2022

STEP 1: Within five (5) working days following receipt of the formal written grievance, the Dean shall render a decision to the grievant in writing within five (5) days following the conference.

DATE GRIVANCE RECEIVED _____

RESPONSE/DECISION _____

ADMINISTRATOR SIGNATURE _____ **DATE** _____

STEP 2: In the event the faculty member is not satisfied with the decision at Step 1 and wishes to appeal the grievance, he/she must submit the grievance to the Provost within ten (10) days following receipt of the decision given at Step 1.

Within five (5) working days following receipt of the appeal, the Provost shall schedule a meeting with the faculty member and his/her Association representative to review the formal grievance and the recommendation through the informal process. Such meeting shall take place within ten (10) days of the Provost's receipt of the Step One grievance form. The Provost shall render a written decision within ten (10) days following the conference.

DATE GRIEVANCE RECEIVED _____ **CONFERENCE DATE** _____

RESPONSE/DECISION _____

PROVOST SIGNATURE _____ **DATE** _____

STEP 3: In the event the aggrieved party is not satisfied with the decision at Step 2, he /she may within five (5) days of receiving the decision request that the parties request grievance mediation from the Federal Mediation and Conciliation Service (FMCS) in order to try to resolve the matter. The dates of mediation will be mutually agreed upon by both parties.

In the event the aggrieved party is not satisfied with the outcome from Federal Mediation and Conciliation Service (FMCS), he/she may within five (5) working days from the final mediation session present an appeal in writing to the President. With this appeal shall be included a copy of the original grievance and the replies received in steps 1 and 2. The President shall hold a conference with the grievant within ten (10) working days after receipt of the appeal. Participants in the conference will include the President, the grievant and the grievant's advisor/ representative. The President shall render a decision and the reasons for that decision, in writing, within ten (10) working days after the conference.

DATE GRIEVANCE RECEIVED _____ **MEDIATION DATE** _____

MEDIATION RECOMMENDATION

PRESIDENT'S SIGNATURE _____ **DATE** _____

RESPONSE/DECISION _____

STEP 4: In the event the grievant is not satisfied with the outcome at Step 3, the aggrieved party may refer the dispute in writing for the Board of Regents consideration.

To proceed to Step Four, the written dispute referral must be submitted to the President of the University within four (4) days of receipt of the Step Three decision. At the next regular Board of Regents meeting following the submission of the referral, the grievant may present his/her case before the Board of Regents. The Board of Regents will review the grievance and the written decisions from each of the proceeding steps.

Within ten (10) days of the meeting with the grievant and his/her representative, the Board will provide the grievant with its written decision.

The decision of the Board of Regents is final and binding on all parties.

I hereby appeal this grievance to the Board of Regents.

FACULTY MEMBER SIGNATURE _____ **DATE** _____

DATE APPEAL RECEIVED _____ **BY** _____

DATE OF BOARD REVIEW _____

RESPONSE/DECISION _____

AT EACH STEP OF THE GRIEVANCE PROCESS, A COPY OF THIS FORM SHOULD BE SENT TO

**DIRECTOR OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENT**